

**GCMS Plus Local Rules for MUFG Bank (Europe) N.V. S.A.
Oddział w Polsce (hereafter: MUFG Bank (Europe) N.V. Poland Branch)**

1. Definitions

- 1.1 Terms defined in the GCMS Plus Basic Agreement (the “Basic Agreement”) have the same respective meaning when used herein.
- 1.2 Notwithstanding any provisions to the contrary in the Basic Agreement, the GCMS Plus Basic Agreement (For Migration) and the GCMS Plus Terms and Conditions as may be amended and/or supplemented from time to time (hereinafter, collectively the “GCMS Plus Documentation”), the following provisions shall be applicable for MUFG Bank (Europe) N.V. Poland Branch which holds the accounts and information and engages in the transactions in relation to the Services (the “Servicing Office”).

2. Framework Agreement

- 2.1 With respect to any Services in which MUFG Bank (Europe) N.V. Poland Branch is the Servicing Office, in addition to the GCMS Plus Documentation, the Bank Account Agreement with the Rules of opening and managing of bank accounts for business entities in MUFG Bank (Europe) N.V. Poland Branch and the Terms and Conditions for the Performance of Payment Services in MUFG Bank (Europe) N.V. Poland Branch (hereinafter, jointly, the “Framework Agreement”) which are included in the documents to open accounts with MUFG Bank (Europe) N.V. Poland Branch (as may be amended and/or supplemented from time to time) shall also apply.
- 2.2 In the case of any conflict between the GCMS Plus Documentation and the Framework Agreement, the Framework Agreement will prevail.

3. AML Clause

- 3.1 The Customer and the Affiliated Company acknowledge that MUFG Bank (Europe) N.V. Poland Branch has obligations under Polish Anti-Money Laundering Law (“AML”) Requirements to, amongst other things, ensure that it:
- (1) does not provide certain products to its customer or any person in relation to the Services unless that person has been identified in accordance with the AML Requirements;
 - (2) does not open or conduct any transaction in relation to the Services unless the person on whose instructions it acts (whether those instructions are written or electronic and signed or unsigned) has been identified in accordance with the AML Requirements; and

- (3) monitors certain types of transactions and reports certain types of activity in relation to the Services to the General Inspector of Financial Information.

3.2 The Customer and the Affiliated Company also acknowledge that:

- (1) transactions in relation to the Services may be delayed, blocked, frozen or refused where MUFG Bank (Europe) N.V. Poland Branch has reasonable grounds to believe that such transactions breach AML Requirements or the law or sanctions of any other country. MUFG Bank (Europe) N.V. Poland Branch and its correspondent financial institutions are not liable for any loss the Customer or the Affiliated Company suffers (including consequential loss) howsoever caused;
- (2) MUFG Bank (Europe) N.V. Poland Branch may from time to time require additional information from the Customer or the Affiliated Company and its officers and employees to assist in or to ensure its compliance with AML Requirements. The Customer and the Affiliated Company will promptly provide any information requested for and relevant to this purpose; and
- (3) where it considers it is obliged to do so under AML Requirements, MUFG Bank (Europe) N.V. Poland Branch will disclose information to regulatory and/or law enforcement agencies, other banks, service providers or to other third parties and may be prohibited from advising the Customer or the Affiliated Company that such disclosure has been made.

3.3 The Customer and the Affiliated Company also undertake to ensure that:

- (1) each person that is given authority to instruct MUFG Bank (Europe) N.V. Poland Branch to conduct transactions in relation to the Services is identified in accordance with any applicable AML Requirements by MUFG Bank (Europe) N.V. Poland Branch. This applies whether such instructions are to be given electronically or in writing or otherwise and whether they are to be signed or not;
- (2) only people identified in accordance with paragraph 3.3(1) shall provide instructions of the type referred to in that paragraph on behalf of the Customer or the Affiliated Company ; and
- (3) in connection with the requirements in paragraphs 3.3(1) and 3.3 (2), all personal information (such as the name, address, date of birth, citizenship, and passport number) of the individual person who has the authority to approve money transfer instructions on the Services shall be provided to MUFG Bank (Europe) N.V. Poland Branch in the manner designated by MUFG Bank (Europe) N.V. Poland Branch, and if there are any changes to such individual's personal information, such change should be reported to MUFG Bank (Europe) N.V. Poland Branch immediately.